

## C O N F I D E N T I A L

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----x  
FULL CIRCLE UNITED, LLC,  
Plaintiff,

-against-

Case No.  
1:20-cv-03395

BAY TEK ENTERTAINMENT, INC.,  
Defendant.

-----x  
BAY TEK ENTERTAINMENT, INC.,  
Counterclaim Plaintiff,

-against-

FULL CIRCLE UNITED, LLC,  
Counterclaim Defendant,

-and-

ERIC PAVONY,  
Additional Counterclaim Defendant.

-----x

June 14, 2022

Continued Remote Videotaped Deposition of  
Full Circle United, LLC, by ERIC PAVONY, and  
ERIC PAVONY, individually, held via Zoom before  
Joseph R. Danyo, a Shorthand Reporter and Notary  
Public within and for the State of New York.

Reported by: Joseph R. Danyo

Job No. 211445

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2 please.  
3 (Record read)  
4 A. And you're asking me to remember any  
5 words that he said seven years ago? Off the top  
6 of my head, I can't remember any specific words  
7 that he said that day specifically, but like I  
8 was saying, like I was saying, like, and the  
9 reason I bring this up is the purpose of the  
10 conversation was to understand that Bay Tek  
11 understood what it was that Full Circle United  
12 does and wanted to accomplish, and that was the  
13 purpose of that conversation, and we had it prior  
14 to us assigning the agreements over, and had Bay  
15 Tek never given us the oral promise that they,  
16 and agreed to manufacture lanes for us prior to  
17 the assignment, we never would have assigned the  
18 agreement over to Bay Tek.  
19 Q. Okay. So again the intention in here  
20 is that there was an agreement that was made,  
21 correct?  
22 MR. SKIBELL: Objection.  
23 Q. Page 5, paragraph 5. What were the  
24 material terms of the agreement that was made in  
25 that conversation that he uttered?

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1 PAVONY - Confidential  
2 Pavony?  
3 A. Yes.  
4 Q. Specific words that Mr. Philippon  
5 said that manifested an agreement to do any of  
6 the things you mention in paragraph 5?  
7 A. I can't remember specific words, but  
8 like paragraph 5 says, it says that Bay Tek would  
9 manufacture Skee-Ball lanes for Full Circle, and  
10 Full Circle could broadcast its tournaments,  
11 league play and events.  
12 Q. And if I read you the transcript and  
13 audio, those words came out of Mr. Philippon's  
14 mouth or yours?  
15 A. Well, this was our first  
16 conversation. You know, our company has the  
17 license to Live Play, which is, you know,  
18 broadcasting of tournaments and league play and  
19 events. So the purpose of this initial  
20 conversation with at that time a potential new  
21 owner of the Skee-Ball company, the purpose of  
22 that conversation was to talk about what each of  
23 our respective companies did and how we were  
24 going to work together and how we were going to  
25 help each other be successful.

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1 PAVONY - Confidential  
2 A. I can't remember exactly anything he  
3 uttered specifically like you keep asking me,  
4 but, you know, we talked about manufacturing of  
5 lanes, custom lanes at that, and we talked about  
6 how many lanes, over how many, you know, broken  
7 up, you know, how many lanes, how many years or  
8 how many lanes per year. We talked about the  
9 purpose of turning Skee-Ball into a bona fide  
10 sport to bring it to television networks such as  
11 ESPN. That was what was being discussed and what  
12 Gaetan agreed to.  
13 Q. I'm asking you to tell me what he  
14 agreed to, not what was discussed. Do you have  
15 anything further to add to your testimony as to  
16 what he said?  
17 MR. SKIBELL: Christine, why don't  
18 you refresh his recollection with the  
19 transcript if you want him to answer about  
20 specific words?  
21 MS. LEPERA: No. My deposition, I do  
22 it my way. I have the transcript. Would  
23 you like me to comment on it?  
24 A. My answer --  
25 Q. Do you have anything else to add, Mr.

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1 PAVONY - Confidential  
2 Q. Okay. Do you have anything further  
3 to add or is that it? I'm giving you a full and  
4 fair opportunity.  
5 MR. SKIBELL: Objection to form.  
6 Q. Okay. You made a claim against --  
7 MR. SKIBELL: Did you get a chance to  
8 answer? I didn't hear anything on the  
9 record.  
10 MS. LEPERA: He nodded his head, but  
11 I thought he was done.  
12 A. I think we discussed it.  
13 Q. You said no, right? Nothing further  
14 to add?  
15 A. Nothing further to add regarding what  
16 we were just discussing. Sure.  
17 Q. Exactly. You made a claim against  
18 Mr. Sladek in the SBI litigation that he made an  
19 agreement with you, because he told you good luck  
20 on something that you had expressed regarding  
21 your goals and desires. Do you recall that?  
22 MR. SKIBELL: Objection, lacks  
23 foundation.  
24 MS. LEPERA: I'm asking if he  
25 recalls.

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2 A. So you're referring to the oral

3 agreement that Joe Sladek gave us in 2005, which

4 is a long time ago now, but I remember what

5 you're referring to. He didn't just wish us good

6 luck. You know, we again explained to him what

7 it was our company was doing, and he didn't just

8 say good luck. He gave us, he said, he agreed to

9 us doing what it was we presented him with.

10 Q. Okay. The court disagreed with you

11 on that, correct? Threw that claim out, right?

12 MR. SKIBELL: Objection to form.

13 Calls for a legal conclusion.

14 You can answer.

15 A. I actually don't recall what the

16 court said on that.

17 Q. You don't recall the court saying

18 Full Circle, who has failed to plausibly assert

19 the formation of an oral contract, no less a

20 breach thereof? You don't recall that?

21 A. I don't recall that specifically.

22 That lawsuit settled many years ago, but I do

23 remember Joe Sladek not contesting that point

24 during the litigation when it was brought up.

25 Joe himself said, he goes, yes, yes, Joe admitted

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1 PAVONY - Confidential

2 Joe was being discussed. I think it was a

3 court-appointed mediation where Joe said that. I

4 don't know if that was before or after what you

5 are referencing.

6 Q. Okay. You say in paragraph 9 of this

7 document, and I believe you just testified to a

8 similar thing, that you relied on the agreement

9 made by Philippon on behalf of Bay Tek to execute

10 Full Circle's consent to the assignment of the

11 license agreement and settlement agreement from

12 Skee-Ball to Bay Tek. Do you see that?

13 A. Number 9?

14 Q. Yes, sir.

15 A. Yes.

16 Q. Okay.

17 MS. LEPERA: I would like to mark if

18 you would number 12, the consent to

19 assignment. It's FCU multiple zeros 48

20 through 50.

21 (Pavony Exhibit 12, Consent to

22 assignment dated December 3, 2015 Bates

23 stamped FCU 48 through 50, was so marked

24 for identification, as of this date.)

25 MS. LEPERA: So he can identify if

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1 PAVONY - Confidential

2 during the course of the litigation that, yes,

3 that conversation in 2005 where he did wish us

4 good luck where he did say, yes, you can host

5 Skee-Ball tournaments, you can call it

6 Brewskee-Ball, you can do all these things that

7 we presented him with.

8 Joe decided, I guess because he

9 wanted to tell the truth, that he decided in that

10 litigation, he said, yeah, no, I'm not denying

11 that. That happened. That's what Joe said.

12 Q. Okay. Is that before or after the

13 court threw out your claim?

14 MR. SKIBELL: Objection,

15 argumentative.

16 MS. LEPERA: It's a question. It's

17 cross.

18 Q. Was that conversation that Mr. Sladek

19 allegedly said that, was that before or after the

20 court dismissed your claim against him for

21 alleged oral contract breach?

22 A. I don't recall the exact date, but I

23 think Joe said that during one of the

24 court-appointed mediations when that discussion,

25 that 2005 discussion and that 2005 agreement with

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2 this is what he's talking about.

3 Q. Mr. Pavony, we are showing you what

4 we have marked as Pavony 12, a December 3, 2015

5 document entitled "Potential Sale of Skee-Ball

6 Inc.," and review the four pages and tell me if

7 you recognize it.

8 A. Can I still scroll?

9 MS. NGUYEN: Yes, you can.

10 THE WITNESS: Okay. Thank you.

11 A. Okay.

12 Q. Are you familiar with these

13 documents?

14 A. Um-hum.

15 Q. Okay, and this is a letter that Mr.

16 Sladek wrote to you regarding a potential sale of

17 Skee-Ball, Inc. December 3, 2015 attaching a

18 document that is entitled Consent to Assignment

19 of Confidential Settlement Agreement. Do you see

20 that?

21 A. Yes. The date is correct. The name

22 of the letter you said is right, and then this

23 part is the consent to assignment of confidential

24 settlement agreement. Correct.

25 Q. Okay, and this is the document that

<p style="text-align: right;">Page 359</p> <p>1 PAVONY - Confidential</p> <p>2 letter, if you would, and then we will look at</p> <p>3 the consent to assignment. There's no request in</p> <p>4 Joe Sladek's letter for Full Circle's consent to</p> <p>5 waive transfer of the license agreement?</p> <p>6 A. So you're making the distinction of</p> <p>7 consent?</p> <p>8 Q. Yes, I am.</p> <p>9 A. Because when I read it, you know,</p> <p>10 number 7, it refers to, it says SBI intends to</p> <p>11 assign the agreements, and then the definition of</p> <p>12 agreements is the license agreement and the</p> <p>13 settlement agreement.</p> <p>14 So, when I read that, it says SBI</p> <p>15 intends to assign the agreements, plural,</p> <p>16 agreements with an S, and to transfer its rights</p> <p>17 and obligations under the agreements, again</p> <p>18 transfer its rights and obligations under the</p> <p>19 agreements, plural, the license and the</p> <p>20 settlement. So that's the one I am referring to.</p> <p>21 Q. Right, but if you could point me to,</p> <p>22 and I'm going to tell you there isn't any</p> <p>23 provision in either the letter or the consent</p> <p>24 form where Full Circle consents to, it asks to</p> <p>25 consent to a transfer of the license agreement</p>	<p style="text-align: right;">Page 360</p> <p>1 PAVONY - Confidential</p> <p>2 and consents to a transfer of the license</p> <p>3 agreement.</p> <p>4 MR. SKIBELL: Objection to form.</p> <p>5 If you understand the question, you</p> <p>6 can respond.</p> <p>7 A. I was just saying that SBI was</p> <p>8 telling us what they were doing, and they were</p> <p>9 telling us they were assigning both of the</p> <p>10 agreements.</p> <p>11 Q. Correct. Very simply, Mr. Pavony,</p> <p>12 without getting into all of the legal</p> <p>13 terminology, are you aware or are you not aware</p> <p>14 that Full Circle's only recourse if SBI chose to</p> <p>15 transfer the license agreement was to terminate</p> <p>16 the license agreement under paragraph 11.5 of the</p> <p>17 license agreement, which is what you refer to in</p> <p>18 paragraph 6 of the consent that you signed?</p> <p>19 MR. SKIBELL: Objection to form.</p> <p>20 Outside the scope of the 30(b)(6).</p> <p>21 But you can answer.</p> <p>22 A. I'm just reciting your question back.</p> <p>23 You're saying the only recourse FCU had was to</p> <p>24 terminate the license agreement?</p> <p>25 Q. Correct, that there was no</p>
<p style="text-align: right;">Page 361</p> <p>1 PAVONY - Confidential</p> <p>2 requirement to obtain FCU's consent to such</p> <p>3 transfer under the terms of the license</p> <p>4 agreement?</p> <p>5 A. Alright. I took it as --</p> <p>6 THE WITNESS: I'm sorry, Reid.</p> <p>7 MR. SKIBELL: Same objections, but</p> <p>8 you can answer.</p> <p>9 A. I was going to say Joe Sladek was</p> <p>10 asking or telling us that he was transferring.</p> <p>11 You're saying that there was no consent, but</p> <p>12 regardless, Joe Sladek still told FCU that he was</p> <p>13 transferring, SBI was transferring both the</p> <p>14 license and settlement agreement to Bay Tek, so I</p> <p>15 agree with that.</p> <p>16 Q. No. I'm saying that there was no</p> <p>17 requirement to consent. SBI could do it without</p> <p>18 consent, and you elected to not terminate the</p> <p>19 license agreement, but your only remedy was to</p> <p>20 terminate the license agreement?</p> <p>21 MR. SKIBELL: Objection to form.</p> <p>22 Calls for a legal conclusion. Outside the</p> <p>23 scope of the 30(b)(6).</p> <p>24 You can answer.</p> <p>25 Q. Do you agree with that?</p>	<p style="text-align: right;">Page 362</p> <p>1 PAVONY - Confidential</p> <p>2 A. Okay. So, yes, you know, this is,</p> <p>3 you know, this is attorney stuff here we are</p> <p>4 talking about, but I believe that the license</p> <p>5 agreement is mentioned in the settlement</p> <p>6 agreement. It's a part of the settlement</p> <p>7 agreement, so I also would have thought that that</p> <p>8 encapsulated the license agreement.</p> <p>9 Q. Again, there are separate provisions,</p> <p>10 whether or not they are related, so the question</p> <p>11 becomes were you aware that under the license</p> <p>12 agreement, the only recourse that you had, if SBI</p> <p>13 transferred the asset, the license agreement, was</p> <p>14 to terminate?</p> <p>15 MR. SKIBELL: Objection to form.</p> <p>16 Calls for a legal conclusion. Outside the</p> <p>17 scope of the 30(b)(6).</p> <p>18 You can answer.</p> <p>19 A. I wasn't necessarily I think entirely</p> <p>20 understanding what you're saying, but I</p> <p>21 understand what you're saying, what you're trying</p> <p>22 to say now, but again I'm not an attorney.</p> <p>23 Q. No worries. Let me just move to</p> <p>24 paragraph 10 of your declaration, which is</p> <p>25 Exhibit 11, so we can move on here. You see that</p>

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2 you wrote in this sworn document that consent,

3 which we have established now is Exhibit 12, yes,

4 precluded Full Circle from declaring the license

5 agreement terminated and resurrecting its claim

6 in a prior lawsuit that Skee-Ball is generic. Do

7 you see that?

8 A. Yes.

9 Q. What was the basis of your assertion

10 there?

11 A. Hang on. I need to read it and

12 understand it. I'm going to scroll up a little

13 bit.

14 Q. Sure.

15 A. I just want to see it in context.

16 Okay. What was your question again about 10?

17 Q. What is the basis of your statement

18 in paragraph 10?

19 A. I think the basis is that after

20 talking to Gaetan that, you know, he gave us, he

21 agreed. He promised that they were going to work

22 with us, and therefore, like I said earlier,

23 like, you know, we wouldn't have assigned

24 agreements, both of the agreements. We wouldn't

25 have assigned those agreements over to Bay Tek,

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2 You can answer.

3 MS. LEPERA: It's in his declaration.

4 A. What in the consent precluded?

5 Q. What consent precluded Full Circle

6 from declaring the license agreement terminated?

7 A. I think the consent that's being

8 discussed here is Gaetan's consent that Bay Tek

9 would make us lanes, right?

10 Q. I'm asking you. It's your

11 declaration, sir. I don't know the consent that

12 you're talking about.

13 A. That's what I'm talking about.

14 That's what I said.

15 Q. I'm sorry. I don't mean to talk over

16 you. Is the consent that you're referring to in

17 paragraph 10 the consent that we just looked at

18 that is number 12, the consent document you

19 signed?

20 A. The consent that I'm referring to in

21 that line there is I got Gaetan's consent. I got

22 Gaetan's, you know, call it a promise or

23 agreement. We got Gaetan's consent that they

24 would make us lanes, and because that was the

25 whole point of that conversation prior to Bay Tek

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2 had we not had this prior conversation with Bay

3 Tek where they agreed to make us lanes, and so I

4 think what I'm saying in number 10 is that we

5 agreed, Bay Tek agreed that they would make us

6 lanes and understood that we were going to bring

7 competitive Skee-Ball as a sport to ESPN, and I

8 think what this is referring to is that because

9 we got that promise and agreement from Bay Tek,

10 that is what led us to assign both the license

11 and the settlement over to Bay Tek, and

12 therefore, because we did that, because Bay Tek

13 represented that they would make us lanes, we

14 assigned it over, and once we assigned it over,

15 we lost the opportunity at that moment to what

16 does it say? To terminate the license.

17 Q. Okay.

18 MS. LEPERA: I move to strike

19 everything other than the last part of

20 that, because the question really is what

21 in the consent, what in the consent

22 precluded you from declaring the license

23 agreement terminated.

24 MR. SKIBELL: Objection. Calls for a

25 legal conclusion.

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2 acquiring SBI obviously. We needed to either

3 assign the license and settlement to them or not,

4 right, and we asked to have a call with a

5 representative of Bay Tek prior, and that whole

6 thing was predicated on will you make us the

7 lanes we need for Live Play, and I think the

8 consent I'm talking about there is that consent,

9 and then that consent is what made us comfortable

10 assigning the license and the settlement

11 agreement to Bay Tek.

12 Q. Okay. So just, to put a pin on it,

13 you're not talking about Exhibit 12, when you say

14 the word that consent, the one you just referred

15 to in paragraph 9? You're not talking about that

16 one?

17 MR. SKIBELL: Objection to form.

18 A. I'm reading this out loud just so

19 everyone can hear it.

20 MR. SKIBELL: Don't read out loud.

21 It messes up the record. If you want to

22 read it, read it to yourself.

23 A. I'm reading it back because it speaks

24 for itself what it says. Anyway. Yeah, I relied

25 on the agreements made by Gaetan, and that's why

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2 place?

3 MR. SKIBELL: So I mean you can

4 repeat the substance of conversations, but

5 if there is legal advice that was in

6 connection with those, you need to be

7 careful not to disclose the content of

8 discussions with lawyers, Eric. If you

9 have any question about that, we can take

10 a break and you can ask me.

11 MS. LEPERA: Not related to the

12 question I just asked.

13 MR. SKIBELL: I'm just instructing

14 the witness not to reveal the substance of

15 attorney-client communications. I'm not

16 directing him not to answer the question.

17 MS. LEPERA: What does my question

18 have to do with privileged communication?

19 MR. SKIBELL: Because he can explain

20 how he learned something, and I just don't

21 want him to accidentally volunteer

22 attorney-client communications.

23 Q. I'm not asking you any conversation

24 you had with your lawyer. I'm asking you about

25 the conversation you had with Blaine. Blaine, I

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2 A. I don't know.

3 Q. Do you have any evidence that they

4 did?

5 A. I don't know.

6 Q. No. I'm asking you do you have any

7 evidence that they did?

8 A. Oh, well, I wasn't the one that was

9 talking to Blaine, so I imagine, you know, I

10 imagine this is for my attorneys to figure out.

11 Q. I'm not asking what your attorneys

12 told you, I'm asking you whether or not there is

13 any evidence of an actual Live Play in a casino

14 by GameCo participated in by Bay Tek.

15 A. I will tell you what I know about

16 GameCo is there were discussions between Bay Tek

17 and GameCo about operating Live Play in casinos,

18 which is a breach of the license.

19 Q. A discussion is a breach that you're

20 not even fully aware of whether it took place or

21 not?

22 MR. SKIBELL: Mischaracterizes his

23 testimony. Form.

24 Q. Again, I will ask you very simply.

25 Do you have any knowledge or information of any

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1 PAVONY - Confidential

2 take it, is not your lawyer?

3 MR. SKIBELL: Objection. Different

4 question. It lacks foundation.

5 Q. Tell me what conversation you had

6 with Blaine.

7 A. I never had a conversation with

8 Blaine.

9 Q. Oh. Okay. So you're reporting this

10 as a secondhand conversation you heard from

11 someone else?

12 A. Yes.

13 Q. Okay, and do you have any

14 documentation that reflects communications with

15 Blaine and Full Circle?

16 A. Like I said, I was only briefly told

17 broadly that someone, and I think his name might

18 be Blaine, talked about how Bay Tek and GameCo

19 were talking about operating Live Play casinos.

20 That's the extent of what I know.

21 Q. And did that ever happen?

22 A. Did operating Live Play and Gameco --

23 did Bay Tek and GameCo ever operate Live Play in

24 casinos?

25 Q. Yes.

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2 Live Play in casinos by GameCo taking place?

3 A. It may have, it may not have, I don't

4 know. I really can't speak intelligently on the

5 GameCo stuff, because all I was just told was

6 that someone from GameCo at a high level was in

7 discussions with Bay Tek about Live Play. That's

8 what I know.

9 Q. Okay. No evidence, correct, of it

10 actually occurring?

11 MR. SKIBELL: Objection. Asked and

12 answered.

13 Q. Do you want to add anything more, Mr.

14 Pavony, as to whether you have any evidence of

15 GameCo doing Live Play at casinos?

16 A. There might be evidence that I'm

17 unaware of. I personally don't know of any

18 evidence.

19 Q. Okay. Are you aware about any

20 evidence in Full Circle's possession, custody and

21 control that shows that GameCo was doing Live

22 Play in casinos?

23 A. I'm not aware.

24 Q. Okay. Now let me move up to

25 Alchemy3. You say it was doing Live Play in Ohio

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1 PAVONY - Confidential

2 A. Maybe it is produced. I don't know.

3 Q. It was not. I'm telling you again I

4 would have seen it. So the other thing I would

5 like to ask you.

6 You think it's really funny talking

7 about killing of a two-year-old child?

8 MR. SKIBELL: Objection, lacks

9 foundation.

10 Q. Well, what is Casey Anthony about?

11 Is that a parody on a particular situation to use

12 your phraseology of parody?

13 MR. SKIBELL: Objection, lacks

14 foundation. No one knows what you're

15 talking about.

16 MS. LEPERA: It's in the

17 counterclaim.

18 A. The Casey Anthony is a pun on

19 someone's name is what you're referring to, and

20 what was the question about that?

21 Q. Never mind. Barstool Sports. You

22 posted, and I say you, because I think you, and I

23 will ask you. Did you post videos to the

24 Brewskee-Ball website personally?

25 A. The Brewskee-Ball website? I have

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1 PAVONY - Confidential

2 it was the one in New York or in Austin. You can

3 tell me.

4 A. It was in Brooklyn.

5 Q. Okay. In Brooklyn, and it's a

6 lengthy video, but you prepared the video,

7 correct?

8 A. Yes.

9 Q. And the Barstool guys were having a

10 conversation in the Full Circle Bar at which the

11 Skee-Ball Live tournament was held, correct?

12 A. It was a Brewskee-Ball tournament on

13 Skee-Ball Live Lanes, but, and the Barstool guys

14 had a show, a Barstool podcast. They had their

15 own show that they did prior to the Brewskee-Ball

16 event.

17 Q. In your bar?

18 A. In Full Circle Bar in Brooklyn,

19 correct.

20 Q. And you were present, correct?

21 A. Yeah.

22 Q. And there was the National Skee-Ball

23 League Lanes, and the mark was being used on

24 those lanes, correct?

25 MR. SKIBELL: Objection.

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1 PAVONY - Confidential

2 posted some videos to the Brewskee-Ball website.

3 Not a lot.

4 Q. The video that, you're aware of the

5 video that I'm talking about, correct, where

6 Barstool Sports participated in an event that was

7 at Full Circle Bar?

8 A. I do remember the Barstool event that

9 you're referring to, but I don't believe I ever

10 posted a video of that on the website, on the

11 Brewskee-Ball website.

12 Q. The Brewskee-Ball website belongs to

13 Full Circle, doesn't it?

14 A. When you say Brewskee-Ball website,

15 are you referring to like the actual

16 Brewskee-Ball.com website?

17 Q. Yes.

18 A. I don't remember it being on there,

19 on the actual Brewskee-Ball website. I believe

20 it was on the Brewskee-Ball Twitch page.

21 Q. Okay. In any event, there was a

22 Brewskee-Ball event at which Barstool Sports was

23 present, correct?

24 A. Yes.

25 Q. In Full Circle Bar. I don't know if

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1 PAVONY - Confidential

2 A. They were the Skee-Ball Live Lanes,

3 and there's I think the National Skee-Ball League

4 mark. It just said SBL on the lanes.

5 Q. But that's a trademark that belongs

6 to Bay Tek, correct?

7 A. SBL, I don't believe so.

8 Q. The National Skee-Ball League does

9 not belong to Bay Tek, the trademark slogan?

10 Should we go back to the license agreement?

11 MR. SKIBELL: Objection to form.

12 Argumentative. Please give the witness a

13 chance to answer and stop badgering him.

14 Q. You were using --

15 MR. SKIBELL: Bulging your eyes out

16 is really inappropriate.

17 Q. Well, I'm about to say something that

18 I really detest having to even say, but I'm going

19 to say it. I'm going to say it, because in

20 watching that video and watching the Barstool

21 guys talk about pussy and what kind of pussy did

22 you get, and what kind of other disgusting things

23 that they were saying in that bar, whether before

24 the event, during the event, and obviously

25 sanctioned by you, you think that's appropriate?



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1 PAVONY - Confidential

2 A. So you're asking a question --

3 Q. Based on a family-friendly mark?

4 A. You're throwing a lot of questions at

5 me at once.

6 Q. No, I'm not.

7 MR. SKIBELL: Yes, you are. Let him

8 answer, Christine. We know you've been

9 building up to this, so let him answer.

10 A. There was a question about -- first

11 of all, you said is the National Skee-Ball League

12 a trademark of Bay Tek. I don't believe as far

13 as I know that National Skee-Ball League that

14 phrase is trademarked. I'm just answering that,

15 but it doesn't say that on the lanes. It says

16 NSBL on the lanes. I just wanted to close that.

17 Button that up.

18 Then, as far as what the Barstool

19 guys were saying, that was the Barstool guys

20 saying those things on their show.

21 Q. In your bar.

22 A. In the bar. Right.

23 Q. In the bar and allowed to be

24 broadcast along with the Skee-Ball tournament.

25 MR. SKIBELL: Objection.

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2 sure that that was not posted anywhere near or

3 anywhere around the Skee-Ball lanes and your use

4 of the Live Skee-Ball Lanes that you got from Bay

5 Tek whatever the day?

6 A. So, okay. So I just said some of the

7 effort that we took. Right? So we explained to

8 Barstool the type of environment, atmosphere that

9 we conduct when we do these types of events. We

10 made it very clear to them. You know, no

11 harassing language, no going after people based

12 on sexual orientation or race or ethnicity or

13 political views, and we also had a moderator as

14 well, which is the sole purpose is of trying to

15 do that, because these are realtime events, these

16 are live events, and we can't know what is coming

17 out of people's mouths in realtime. What we can

18 do is have a moderator, which we did, and then

19 also, as far as the Barstool guys are concerned,

20 this is all happening in Full Circle Bar, so --

21 Q. Which you own.

22 A. Right, but what I'm saying is that it

23 is happening in the bar before the Brewskee-Ball

24 event. So you're trying to, like these guys this

25 was not part of the Brewskee-Ball tournament.

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2 Q. You allowed it, correct?

3 MR. SKIBELL: Objection,

4 mischaracterizes testimony. It's not a

5 Skee-Ball event. Let him answer.

6 MS. LEPERA: It's not a Skee-Ball

7 event on the Skee-Ball live lanes?

8 A. It was a Brewskee-Ball tournament.

9 It was a Brewskee-Ball event. We own the

10 Brewskee-Ball trademark, but so, just to be

11 clear, the Barstool show was not concurrent with

12 the Brewskee-Ball tournament. Right? It was

13 before the Brewskee-Ball tournament, and, you

14 know, we made sure that like we always do the

15 type of environment that we create during these

16 types of events like I said earlier is about not

17 harassing anyone and no derogatory language, and

18 essentially what we do is we try to have a very

19 positive, an extra positive environment, a safe

20 environment, and we told that to Barstool, and we

21 also, one of the ways that you do that is you

22 have a moderator, which we had, but the views of

23 Barstool are not the views of Brewskee-Ball or

24 Full Circle United.

25 Q. What efforts did you take to make

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2 Q. You mean to tell me that when you go

3 on and look at the video it is separated out and

4 it is not one full entire production?

5 MR. SKIBELL: Objection to form.

6 Q. I looked at it.

7 MR. SKIBELL: Christine, there is no

8 reason to bug your eyes out at the witness

9 for emphasis. Give him a chance to answer

10 your questions. Eric, do you want to

11 answer?

12 Q. It's one continuous video, correct?

13 It's not separate?

14 A. I thought so. So, first of all, you

15 asked me the efforts that we were making

16 regarding Barstool stuff. So, you know, all the

17 stuff I just said we did have a moderator,

18 explained to them the atmosphere and the

19 environment we create. We did all those things.

20 We had a moderator. In realtime, we can't

21 control what comes out of people's mouths in

22 realtime, but what we can do is moderate how

23 that's perceived, and it was understood that

24 those weren't the views of Brewskee-Ball or Full

25 Circle United, and, you know, we also believed as



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2 move forward with our six-month plan, and those

3 plans couldn't happen anymore, so I told people

4 the truth, what I believed to be the truth, which

5 was they were dishonest based on breaking the

6 promises to manufacture lanes for us.

7 Q. That is your opinion, sir. I'm not

8 going to get into a debate with you, but you

9 agree with me it's not a nice thing to say about

10 someone to call them dishonest and unethical,

11 correct?

12 MR. SKIBELL: Objection.

13 A. I believe that, if someone is not

14 dishonest and if someone is not unethical, then I

15 agree with you that it is not nice to call them

16 those things, but, if they are in fact dishonest

17 and they are in fact unethical, then I believe

18 that that's what you call them.

19 Q. And you believe that you're honest in

20 all things, correct?

21 A. Can you repeat that.

22 Q. Do you believe you're honest in all

23 things?

24 A. I try to be honest. True.

25 Q. Okay, and is it honest to tape-record

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2 you're trying to do business and in the business

3 conversation you're having they are

4 surreptitiously being recorded without their

5 knowledge?

6 MR. SKIBELL: Objection to form.

7 A. We did tell them about the film, and

8 ultimately everyone that was involved approved of

9 the film, embraced the film and welcomed the

10 filmmakers in with open arms and enjoyed their

11 company.

12 Q. So when Ryan Cravens and George Petro

13 testify with chagrin at your behavior in taping

14 them without permission, that gives you no pause?

15 MR. SKIBELL: Objection. Lacks

16 foundation. Form.

17 You can answer if you understand.

18 A. I believe that for most of those if

19 not all of those and it's not that many

20 recordings of them they were aware of the fact

21 that there was a documentary that was in

22 production.

23 Q. Oh. So they're lying when they

24 testified that they didn't know?

25 MR. SKIBELL: Objection, lacks

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2 someone without telling them you're

3 tape-recording them? You conceal it? Is that

4 honest?

5 MR. SKIBELL: Objection.

6 Mischaracterizes that testimony.

7 Q. You consider that honest?

8 MR. SKIBELL: Please stop harassing

9 the witness, and let him answer a

10 question.

11 MS. LEPERA: I'm asking him if he

12 considers that honesty.

13 MR. SKIBELL: You're asking over and

14 over again. That's what we call

15 badgering. Let him answer.

16 MS. LEPERA: It's the first time I've

17 asked this question.

18 A. We spoke about that already.

19 Q. But I didn't ask you if you think

20 it's honest.

21 A. Right. As part of a documentary for

22 purposes of the documentary, we were filming, I

23 recorded a few things, yes.

24 Q. Does doing a documentary excuse one

25 from being honest to another person with whom

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2 foundation.

3 A. I'm sorry?

4 Q. Well, assuming they testified that

5 they didn't know. You didn't tell them, and you

6 didn't get permission.

7 MR. SKIBELL: Objection, speculation.

8 MS. LEPERA: It's not speculation.

9 MR. SKIBELL: It is. You're asking a

10 hypothetical.

11 MS. LEPERA: I'm laying a foundation.

12 MR. SKIBELL: Lay a foundation like a

13 proper questioning attorney would do, but

14 don't ask hypotheticals.

15 Q. I'm telling you that they testified

16 under oath that they didn't know that they were

17 being surreptitiously recorded by you and they

18 didn't give you permission. Does that give you

19 any pause?

20 A. I didn't say that they were lying

21 about that. What I said was I believe they were

22 aware that there was a documentary in production.

23 Q. Okay, if that's your excuse. Is that

24 your excuse, Mr. Pavony, for doing that without

25 asking permission?

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2 MR. SKIBELL: Objection. Asked and

3 answered.

4 Q. Had you at any point in time between

5 2005 and May 18, 2018 gotten anything, as you

6 call here, investor money that is in the nature

7 of FU money?

8 A. Investor money for what?

9 Q. Anything for your business.

10 A. Bay Tek invested in it. Well, Bay

11 Tek was the first initial investor in it when

12 they invested in the prototype, building of the

13 prototype, 36 prototype and production model

14 lanes.

15 Q. Alright. Moving on. We already went

16 over that.

17 So at this point in time, when you're

18 saying you want to go get FU money, you hadn't

19 gotten any FU money before that, right?

20 A. Sorry. The question was?

21 Q. How are you going to get FU money

22 when you could never get it before? I guess

23 that's my question.

24 A. Right. So I guess by FU money I just

25 mean a lot of money I guess.

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2 they would invest in a second phased approach,

3 and so, you know, like I said earlier or

4 yesterday, when Bay Tek undercut us after we

5 proved the concept, we couldn't give any

6 assurances to these other folks that I mentioned

7 that we, one, could have a third party

8 manufacture the lanes, because we had to put the

9 Skee-Ball mark, right? No matter who was

10 manufacturing the lanes, Full Circle was

11 obligated to put the Skee-Ball mark on those

12 lanes. So we couldn't give assurances to a

13 manufacturer, and in a similar fashion we

14 couldn't give regarding getting a lot of money or

15 money enough for the second part of the

16 investment we couldn't give our potential

17 investors outside of Bay Tek assurances either,

18 because they created uncertainty, and they made,

19 like I said yesterday, the license unstable.

20 Q. You couldn't get any money. You keep

21 talking about Bay Tek, but you were in the

22 business of survive. You couldn't get any money

23 for your Skee-Ball League dream at any point in

24 time.

25 Now in May of 2018 you're saying you

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2 Q. Yes.

3 A. Is that what you're referring to?

4 Q. Yes.

5 A. Okay. Yeah. So we were, first of

6 all, you know, like I said earlier I think

7 yesterday or maybe it was, yeah, it was

8 yesterday, you know, getting investment for a

9 company was a two-part approach, right? The

10 first part came from Bay Tek. The second part

11 Bay Tek said they would invest, but we were also

12 speaking with many other potential investors,

13 okay? Some of them were within the industry, for

14 example, George Petro of Play Mechanics. Some of

15 them were other strategic operators within the

16 industry, and some of them were within like the

17 VC, you know, private equity world. Some of them

18 were, you know, considered to be angel investors,

19 but we had several avenues in which we could

20 raise money. However, we raised the initial

21 piece with Bay Tek, and they said, if we prove

22 the 36-lane model, then they would invest.

23 So it was really Bay Tek that made it

24 unnecessary for us to raise money at the time,

25 because Bay Tek said, once we prove the model,

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2 are going to get get an investor, that is, FU

3 money, and so I'm asking you what happened then?

4 What did you do then to go get an investor?

5 A. Okay. Well, let me just address the

6 first part of the question.

7 Q. You just repeat the same thing you

8 were repeating.

9 A. No, I'm not.

10 Q. You've given the same speech. You've

11 given it 12 times.

12 A. I'm not. Alright. Now I'll answer

13 the second part of the question for you. So at

14 this time, can we scroll up? What's the date of

15 this? 2018, May?

16 Q. Correct.

17 A. Okay. So I think at this point we

18 were talking to George Petro and Play Mechanics

19 as a potential investor to come in and to, like,

20 you know, we were initially trying to get

21 Skee-Ball lanes from Bay Tek, and then we tried

22 to get Skee-Ball lanes from Bay Tek through

23 George Petro purchasing the stock lanes from Bay

24 Tek.

25 So I think at this point you asked me

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2 like what did we do. I think this is when we

3 started to talking to George more as an investor,

4 less as an advisor.

5 Q. Okay. George Petro, so that's what

6 you said, number one, you started talking to him.

7 What else did you do? Did you talk to anybody

8 else?

9 A. We were talking to some VC company

10 from California.

11 Q. And who was that?

12 A. The name of the company escapes me,

13 but I think they were I think like Merrill Lynch

14 finance guys that also had their own like private

15 equity company that did like, you know, 8-figure

16 raises for companies.

17 Q. And what happened there?

18 A. They were extremely enthusiastic and

19 interested to give us the investment that we

20 needed even more so when we told them that we

21 were actually going to include George Petro as a

22 strategic partner and a strategic -- and a part

23 of the rollout plan, and so they were really just

24 waiting for us, like I said, they were waiting

25 for assurances that we actually could leverage

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2 specifically, yes, we also started talking, yes,

3 there's George, so, yes, you were asking about

4 finances initially.

5 Q. Both.

6 A. As far as lanes, we actually tried to

7 get lanes built from another company called

8 Wickham Amusements to see if they could build us

9 lanes. We tried to get lanes from like local

10 vendors, local operators, to see if we could, you

11 know, rent those lanes or borrow those lanes. We

12 actually also I think touched on this a bit

13 yesterday. We used lanes from several venues

14 around the country on which to host the 17-city

15 Skee-Ball Open.

16 Q. Alright. So let me see if I

17 understand this. So, other than Petro, other

18 than the Merrill Lynch guys, other than you're

19 talking, trying to go buy, we'll talk about what

20 type of lanes in a minute, lanes from various

21 sources, did you speak to anybody else after this

22 May 18th missive trying to get money and/or lanes

23 from any source other than Bay Tek?

24 A. So getting money and getting lanes

25 are two separate things, so I would like to

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2 our licenses within Live Play to build the

3 product Skee-Ball Live, and so this was all

4 happening concurrently actually. Then the

5 investment from the VC guys was happening

6 concurrently with our talks with Play Mechanics

7 about them purchasing lanes through Bay Tek.

8 Q. And then anybody else involved at any

9 point in time after that?

10 MR. SKIBELL: By the way, I'm going

11 to object to this line of questioning as

12 outside of the scope of 30(b)(6). Mr.

13 Wikman was the rep on this issue.

14 But you can answer in your individual

15 capacity.

16 Q. Full Circle's efforts to obtain lanes

17 for Live Play, whether from Bay Tek or any other

18 entity.

19 MR. SKIBELL: You're asking about

20 finances, raising money. You're now

21 asking about lanes.

22 MS. LEPERA: They're hand in glove, I

23 assume, right?

24 Q. Anyway, Mr. Pavony, you were --

25 A. So, alright, so lanes. So lanes

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2 address those.

3 Q. Sure. However you want to do it.

4 A. Okay. Well, I just said a lot about

5 where we were trying to get lanes from. Do you

6 want me to recap that?

7 Q. Well, you've given me the name of

8 wickham Amusements and local vendors and then

9 potential other venues which you haven't named.

10 A. I did name them yesterday. Yes. We

11 talked about all those other venues yesterday

12 that we got lanes from in which to host the

13 Skee-Ball Open. So they were places like

14 Cheezy's and places like Abbott Hall from Seattle

15 and the Delta House in Boston. I mean all those

16 places we were able to, we used those, we got

17 lanes from those venues. That was what I was

18 referring to. So lanes, do you want me to recap

19 the lanes?

20 Q. No, I understand now. So what you're

21 saying is all of those establishments that you

22 discussed with me yesterday in the various states

23 had their own lanes?

24 A. That we used, yeah, that we used to

25 host the Skee-Ball.